

**Belvedere:**  
*Jerry Butler*

December 16, 2004

**Corte Madera:**  
*Melissa Gill*

**TO:** Transportation Authority of Marin Commissioners

**Fairfax:**  
*Lew Tremaine*

**RE:** Professional Services Agreement with Jessica Woods to Provide Meeting Minutes – Agenda Item 11

**Larkspur:**  
*Joan Lundstrom*

Dear Commissioners:

**Mill Valley:**  
*Dick Swanson*

The County of Marin currently provides staffing to TAM. The County does not have staff available and recommends TAM contract with Jessica Woods for administrative services related to providing meeting minutes.

**Novato:**  
*Pat Eklund*

The amount of the contract, \$5,000, is available in the Consulting Pool budget item approved in the FY 2004/05 budget.

**Ross:**  
*Tom Byrnes*

The TAM Administrative Code, Section 105.2 provides the Executive Director the authority to use the County Purchasing Agent for purchases, or for the Executive Director exercise the powers of the Purchasing Agent. The County Purchasing Agent has authority to enter into Professional Service Contracts of \$25,000 or less for budgeted expenditures. Therefore, the Executive Director also has that authority. In the future, this type of contract will not be brought to the Commission and be executed at a staff level. This was agendized to inform the Commission of this authority.

**San Anselmo:**  
*Peter Breen*

**San Rafael:**  
*Al Boro*

**Sausalito:**  
*Amy Belser*

**Recommendation**

**Tiburon:**  
*Alice Fredericks*

Staff recommends that TAM authorize the Chair to execute the Agreement with Jessica Woods to Provide Meeting Minutes, not to exceed \$5,000.

**County of Marin:**  
*Susan Adams*  
*Hal Brown*  
*Steve Kinsey*  
*Cynthia Murray*  
*Annette Rose*

Respectfully Submitted,

Craig Tackabery  
Executive Director

Attachment:

1. Professional Services Agreement with Jessica Woods

**TRANSPORTATION AUTHORITY OF MARIN  
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT** is made and entered into this 16th day of December, 2004, by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM," and JESSICA WOODS, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, TAM desires to retain a person or firm to provide the following services: Attending TAM Board of Directors meetings and providing written minutes of the proceedings to the Executive Director or his/her designee; and

**WHEREAS**, Contractor warrants that she is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES:**

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

**4. MAXIMUM COST TO TAM:**

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of \$5,000.00 including direct non-salary expenses.

**5. PAYMENT:**

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by TAM of an invoice covering the service(s) rendered.

The source of funding by the TAM for this work shall be: 96F-CMA-2533.

**6. CONTRACT PERFORMANCE TIME:**

All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2005.

**7. INSURANCE:**

(This paragraph not applicable and intentionally left blank.)

**8. WORKERS' COMPENSATION:**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to TAM prior to commencement of work.

**By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

**9. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**10. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein.

**11. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

**12. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

**13. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option. Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged. If TAM ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

**14. TIME OF AGREEMENT:**

This Agreement shall commence on December 16, 2004, and shall terminate on June 30, 2005. Time is of the essence with respect to this Contract.

**15. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

**16. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

**17. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**18. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**19. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

**20. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**21. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may

incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

**22. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

**23. NOTICES:**

This contract shall be managed and administered on TAM's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Craig Tackabery, Executive Director  
TRANSPORTATION AUTHORITY OF MARIN  
P.O. Box 4186  
San Rafael, CA 94913-4186

Notices shall be given to Contractor at the following address:

Jessica Woods  
2306 New Lake Place  
Martinez, CA 94553

**IN WITNESS WHEREOF**, the parties hereunto have executed this Contract on the date first above written.

**TRANSPORTATION AUTHORITY OF MARIN (TAM):**

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM:  
**COUNTY COUNSEL**

By \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Jessica Woods  
Federal Tax I.D. #: \_\_\_\_\_  
Telephone No.: 925-691-9596

## **EXHIBIT "A"**

### **SERVICES TO BE PROVIDED**

#### **BY CONTRACTOR**

Attending regular and special meetings of the Transportation Authority of Marin held during 2005 and preparing written minutes of the proceedings. Minutes are to be submitted to the Executive Director of the TAM or his designee within one week after the meeting.

Contractor will also revise the minutes as directed by the TAM Board of Directors and submit corrected minutes within one week of direction by the TAM Board.

**EXHIBIT "B"**  
COMPENSATION OR FEES TO BE PAID  
TO CONTRACTOR

Contractor will be compensated per the following billing rates, with the total not to exceed \$5,000.00.

\$30.00 per hour for the duration of meetings attended.

\$30.00 per hour for transcribing, editing, and revising minutes of the TAM meetings.

**TO BE COMPLETED BY COUNTY STAFF AND SUBMITTED TO THE COUNTY ADMINISTRATOR'S OFFICE FOR REDUCTION/WAIVER OF COMMERCIAL GENERAL LIABILITY INSURANCE:**

PROJECT: TAM Minutes  
CONTRACTOR: Jessica Woods

This statement shall accompany all requests for a reduction/waiver of general liability insurance requirements.

Please set forth the reasons for the requested reduction/modification of general commercial liability insurance. You should explain why the reduced amount is reasonable to protect the County based upon the services to be provided under the contract.

There is minimal commercial application to the services provided by the contractor.

Liability insurance is requested to be set at \$-0-.

Dated: \_\_\_\_\_

Dept. Transportation Authority of Marin  
By: Craig Tackabery  
[Printed name]

Ext.# 6582